

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B3400405

**PRINT DATE:** 03/11/13

**PAGE:** 01

<b>SHIP TO:</b>			
AS SPECIFIED ON INDIVIDUAL ORDERS			
<b>VENDOR ID:</b> 1520591664 BLIND INDUSTRIES & SERVICES OF MD 3345 WASHINGTON BLVD  BALTIMORE, MD 21227 (410 ) 737-2616	<b>REFER QUESTIONS TO:</b>  TRUDY M LILLER (410 ) 767-8855 TRUDY.LILLER@DGS.STATE.MD.US		
<b>ITB:</b>	<b>EXPR DATE:</b> 02/28/18 <b>POST DATE:</b> 02/11/13	<b>DISCOUNT TERMS:</b> . <b>CONTRACT AMOUNT:</b>	NET 30 DAY .00

**TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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 STATEWIDE CONTRACT  
 ALL GOODS AND SERVICES AVAILABLE FROM  
 BLIND INDUSTRIES  
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BISM CONTACT: GREGG KALIFUT, (410-737-2600); FAX (410) 737-2667  
GKALIFUT@BISM.ORG

CONTRACT PERIOD: FEBRUARY 28, 2013 THRU FEBRUARY 28, 2018

PLEASE REFER TO BISM.ORG FOR PRICING.  
THE 1% FEE LANGUAGE HAS BEEN ADDED TO THIS CONTRACT.

**PROCESSING FEE:**

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE UNT OF PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN SIXTY (60) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT

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### TERMS (cont'd):

DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO DEWANA DANIEL, EMM PROGRAM MAMANGER AT DEWANA.DANIEL@DGS.STATE.MD.US.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

DELIVERIES MUST BE COMPLETED WITHIN 10 DAYS UNLESS OTHERWISE STATED IN THE PRICE QUOTE.

THIS CONTRACT COMPLIES WITH COMAR 21.11.05 AND STATE FINANCE AND PROCUREMENT ARTICLE 14-101 THROUGH 14-108.

BLIND INDUSTRIES SHALL PROVIDE WRITTEN RELINQUISHMENT OF ITS STATUTORY PREFERENCE IF IT IS UNABLE TO PROVIDE A GOOD OR SERVICE UNDER THIS CONTRACT.

ORDERS WILL BE PLACED DIRECTLY WITH BLIND INDUSTRIES BY INDIVIDUAL USING AGENCIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.

FOR PURCHASES MADE AGAINST THIS CONTRACT, BLIND INDUSTRIES MUST ACCEPT THE STATE OF MARYLAND CORPORATE PURCHASING CARD. PURCHASES MADE WITH THE STATE OF MARYLAND CORPORATE PURCHASING CARD SHALL BE INCLUDED IN ALL REPORTS REQUESTED BY DGS.

BLIND INDUSTRIES SHALL SUBMIT A REPORT DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT UPON REQUEST OF DGS. FORMAT SHALL BE AT BLIND INDUSTRIES OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED ON EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN SEVEN (7) DAYS AFTER THE REQUEST. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD.

THE BLIND INDUSTRIES ON-LINE CATALOG IS INCORPORATED HEREIN BY REFERENCE.

THE DEPARTMENT OF GENERAL SERVICES' TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 IS INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF

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### TERMS (cont'd):

MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
  - (I) RECEIVES STATE MONEY; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:  
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0002	48576	CS	
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JANITORIAL SUPPLIES - MISCELLANEOUS

ALL GOODS AVAILABE FROM BLIND INDUSTRIES ON-LINE CATALOG

THIS CATALOG REPRESENTS THE BLIND INDUSTRIES MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR BLIND INDUSTRIES

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0003	95250	CS	
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PERSONAL CARE PRODUCTS - MISCELLANEOUS

ALL GOODS AVAILABE FROM BLIND INDUSTRIES ON-LINE CATALOG

THIS CATALOG REPRESENTS THE BLIND INDUSTRIES MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR BLIND INDUSTRIES

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0004	50558	CS	
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LAUNDRY SUPPLIES - MISCELLANEOUS

ALL GOODS AVAILABE FROM BLIND INDUSTRIES ON-LINE CATALOG

THIS CATALOG REPRESENTS THE BLIND INDUSTRIES MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR BLIND INDUSTRIES

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0005	79556	CS	
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TEXTILE - MISCELLANEOUS

ALL GOODS AVAILABE FROM BLIND INDUSTRIES ON-LINE CATALOG

THIS CATALOG REPRESENTS THE BLIND INDUSTRIES MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR BLIND INDUSTRIES

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**STATE OF MARYLAND**

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0006	39092	CS	
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WATER - MISCELLANEOUS

ALL GOODS AVAILABE FROM BLIND INDUSTRIES ON-LINE CATALOG

THIS CATALOG REPRESENTS THE BLIND INDUSTRIES MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR BLIND INDUSTRIES

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0007	61502	CS	
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OFFICE SUPPLIES, MISCELLANEOUS

ALL GOODS AVAILABE FROM BLIND INDUSTRIES ON-LINE CATALOG

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END OF ITEM LIST

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VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

**REPORTING REQUIREMENTS**

CONTRACTOR SHALL PROVIDE A QUARTERLY ELECTRONIC CONTRACT USAGE REPORT IN EXCEL FORMAT TO THE DGS PROCUREMENT OFFICER TRUDY LILLER AT TRUDY.LILLER@DGS.STATE.MD.US AND THE SUSTAINABILITY OFFICER ANNE JACKSON AT ANNE.JACKSON@DGS.STATE.MD.US. THE REPORT SHOULD INCLUDE AT A MINIMUM:

IDENTIFICATION OF THE DGS JANITORIAL CONTRACTS USING THE STATEWIDE MASTER LIST;

TOTAL COST OF ALL INVOICED PURCHASES FOR EACH DGS JANITORIAL CONTRACT;

ITEMIZED LIST, AND TOTAL COST BY DGS JANITORIAL CONTRACT, OF INVOICED PURCHASES THAT ARE MADE FROM RECYCLED CONTENT, INCLUDING THE RECYCLED CONTENT PERCENTAGE BY WEIGHT;

ITEMIZED LIST, AND TOTAL COST BY DGS JANITORIAL CONTRACT, OF INVOICED PURCHASES HAVING GREEN SEAL AND/OR ECOLOGO CERTIFICATION.

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE